

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

SOLOMON AGENCY CORP.,

Plaintiff,

-against-

SUK JUN CHOI, a/k/a JUNE CHOI,

Defendant.

CV 16 - 0353

Case No. _____

COMPLAINT

DeARCY HALL, J.

LEVY, M.J.

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

2016 JAN 22 PM 12:09

FILED
CLERK

Plaintiff Solomon Agency Corp., by its attorneys Yoon & Kim LLP, as and for its
Complaint against defendant Suk Jun Choi, a/k/a June Choi, hereby alleges as follows:

PARTIES

1. Plaintiff Solomon Agency Corp. ("Solomon") was at all times relevant hereto and still is a New York business corporation with its principal place of business at 217-04 Northern Blvd, Bayside, New York 11364.

2. Upon information and belief, at all times relevant herein, defendant Suk Jun Choi, a/k/a June Choi ("Choi") was and still is a resident of the State of New Jersey, residing at 52 Meadowview Court, Leonia, NJ 07065.

JURISDICTION AND VENUE

3. This Court has original jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(a)(1) or (2) (diversity jurisdiction), as the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States or a citizen of a State and a citizen of a foreign state.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to Solomon's claims occurred in this judicial district.

BACKGROUND FACTS

5. Solomon is an insurance brokerage company with a principal place of business in Bayside, Queens. Solomon was founded in 1992 and has developed and nurtured a close relationship with the Korean business community in the United States. Solomon provides service for well known Korean and Korean-American businesses including SK USA Inc. (“SK”), a member of the SK Group and one of the leading Korean corporations operating in the United States.

6. SK’s principal place of business is in Manhattan at 55 East 59th Street, New York, New York 10022. Solomon acquired SK as a client in 2008, and throughout the years cultivated and nurtured the relationship.

7. Solomon served as SK’s service provider (known as a broker of record) until recent events have begun to unravel that role. The SK account generates considerable annual revenue for Solomon, well in excess of the \$75,000 jurisdictional threshold.

8. Solomon first hired Choi, a Korean national, in 2004, originally pursuant to a temporary work visa. Choi held a variety of positions with Solomon, ultimately becoming a Senior Director in 2012.

9. Throughout his employment, Choi was assigned to work on a number of client accounts including the SK account. Choi was introduced to SK in 2008 through and as part of his employment with Solomon. There was no independent or pre-existing relationship between Choi and SK.

10. At year-end 2013, Solomon paid Choi a bonus and gave him a compensation raise for the calendar year 2014. On January 9, 2014, Choi signed a new employment agreement with Solomon, a copy of which is annexed hereto as Exhibit A.

11. The employment agreement provided that Solomon employs Choi to serve as Senior Director with Solomon or its affiliates as Solomon shall designate. Choi’s primary responsibility with Solomon at that time was to oversee Solomon’s health benefits business,

operated by its affiliate, E-Benefits Solution (“EBS”). The affiliated companies, Solomon and EBS, are part of the Solomon Agency Group.

12. Under Choi’s employment agreement, Choi agreed to be bound by a restrictive covenant that prohibited him from engaging in any business in competition with Solomon for a period of two years following the termination of his employment with respect to Solomon customers located within a 50 mile radius of Solomon’s office locations. Locally, Solomon has offices at 217-04 Northern Blvd., Bayside, New York 11364, and 222 Bridge Plaza South, Fort Lee, New Jersey 07024. The prohibition against competition included a prohibition against solicitation of Solomon’s clients within the same two-year period and within the same restricted area.

13. Specifically, the restrictive covenant provided:

Upon termination of the employment of the Employee, the Employee agrees that the Employee will not engage in any businesses of Solomon Agency in which the Employee was engaged at any time during the Term of this Agreement in competition with Solomon Agency as a representative, agent, or on the Employee's own behalf, for direct sale to others, either as an officer, director, stockholder, employee, agent or consultant of a corporation or other business organization engaged in such business, or as an employee or as a partner or a co-venturer or in any other capacity, directly or indirectly in competition with Solomon Agency with respect to customers located within a 50 mile radius of Employer’s office locations during a period of 2 Years from the date of any termination of the Employee's employment (the "Restriction Period"). Competition as used herein includes, but is not limited to, solicitation of the Employer's customers or doing business with the Employer's customers who are located within the Restriction Area, regardless of the location of the Employee at the time any such solicitation occurs or business is transacted. The Employee acknowledges that the Restriction Period and geographical restriction of this Section are reasonable under the circumstances of the Employee's employment.

14. Under the agreement, Choi acknowledged that in the event he breached the restrictive covenant, Solomon would be entitled to immediate and appropriate injunctive relief without the necessity of showing irreparable injury or special damages.

15. Further pursuant to the agreement, under the heading "Solomon Agency Employee Declarations," Choi specifically declared that he read and understood the agreement, and agreed to abide by all company policies contained therein, having paid particular attention to, among other policies, the non-competition policy.

16. Choi's responsibilities with regard to overseeing Solomon's health benefits business, operated, as noted above, by Solomon's affiliate, EBS, included supervision and training of Solomon employees who provided administrative support to clients like SK, which secured group benefit plans through Solomon.

17. However, instead of supervising and training employees to properly support Solomon's clients, Choi personally undertook the administrative tasks, often to the exclusion of other lower level employees who should have been tasked to perform the role.

18. Choi's lone wolf approach to client servicing came to the attention of the owner of Solomon, who also noticed that net profits from the health benefits business was declining.

19. Accordingly, Choi was warned in writing with respect to his performance for the year ending 2014. Although he received a raise and a bonus for 2014, he was told categorically that he focus his efforts on training other Solomon employees to perform the administrative tasks and must also improve the health benefit business net profits. The warning made it clear that he would not receive a raise or a bonus in 2015 unless he improved on both fronts.

20. Instead of focusing on improving his performance, Choi chose to resign from Solomon in the first half of 2015. Because of Choi's lone wolf approach to client servicing, Solomon needed Choi to remain for a limited time to train Solomon employees and ensure smooth, uninterrupted client service. Although Choi resigned from Solomon effective May 31, 2015, Choi in fact continued to be paid by Solomon on an hourly basis until he was terminated in December 2015.

21. In December 2015, Solomon discovered that instead of servicing SK, Choi had been soliciting SK to become his client. Solomon received confirmation in December that SK was replacing Solomon with Choi as its service provider-broker of record.

22. Choi's actions in causing SK, headquartered in Manhattan and well within 50 miles of Solomon's Bayside office, to initiate the change of service provider to Choi, and Choi's acceptance of that role, are a violation of the non-competition and non-solicitation covenant contained in the employment agreement between Choi and Solomon.

23. With this disturbing information at hand, Solomon wrote to Choi on December 24, 2015 officially terminating their relationship in all respects, and again on December 28, 2015 advising Choi that he was in breach of his employment restrictive covenants.

24. Solomon received no satisfactory response from Choi and therefore, concerned with protecting and preserving its client relationships, had no alternative but to initiate this proceeding for injunctive relief, together with the filing of its Complaint against Choi seeking monetary damages.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

25. Solomon incorporates by reference each of the foregoing allegations set forth in paragraphs 1 to 24 as though fully set forth herein.

26. On January 9, 2014, Choi and Solomon entered into an employment agreement that contained a non-competition and non-solicitation covenant prohibiting Choi from engaging in any business in competition with Solomon, and soliciting Solomon's clients, for a period of two years following the termination of his employment with respect to customers located within a 50 mile radius of Solomon's office locations -- locally, 217-04 Northern Blvd., Bayside, New York 11364 and 222 Bridge Plaza South, Fort Lee, New Jersey 07024.

27. Choi acknowledged that in the event he breached the restrictive covenant, Solomon would be entitled to immediate and appropriate injunctive relief without the necessity of showing irreparable injury or special damages.

28. Choi also specifically declared that he read and understood the employment agreement, and agreed to abide by all company policies contained therein, having paid particular attention to, among other policies, the non-competition policy.

29. Solomon duly performed its obligations pursuant to the January 9, 2014 employment agreement.

30. Choi, on the other hand, breached the agreement and its restrictive covenant by soliciting SK, headquartered in Manhattan and well within 50 miles of Solomon's Bayside office, and causing SK to replace Solomon with Choi as its service provider-broker of record.

31. Despite Solomon's demands that Choi comply with the employment agreement and honor the restrictive covenant, Choi has refused to do so in further breach of the agreement.

32. As a direct and proximate result of Choi's breach of the noncompetition covenant, Solomon has suffered and will continue to suffer monetary damages in an as yet determined amount, but which exceeds the \$75,000 statutory jurisdictional threshold.

SECOND CLAIM FOR RELIEF
(Breach of Duty of Loyalty and Fiduciary Duty)

33. Solomon incorporates by reference each of the foregoing allegations set forth in paragraphs 1 to 32 as though fully set forth therein.

34. By virtue of Choi's employment with Solomon, Choi owed to Solomon a duty of loyalty and a fiduciary duty not to act in any manner inconsistent with his agency and trust, and was bound at all times to exercise the utmost good faith and loyalty in the performance of his duties.

35. While working for Solomon from June through December 2015 to transition the SK account and train Solomon personnel, Choi breached the duty of loyalty and the fiduciary duty owed to Solomon by deliberately failing to train Solomon personnel, soliciting SK and causing SK to replace Solomon with Choi as its service provider.

36. Despite Solomon's demands to Choi to the contrary, Choi continues to exploit and misappropriate Solomon's client relationships and goodwill, in direct breach of the duty of loyalty and fiduciary duty owed to Solomon.

37. As a direct and proximate result of Choi's breach of the duty of loyalty and fiduciary duty owed to Solomon, Solomon has suffered and will continue to suffer monetary damages in an as yet determined amount, but which exceeds the \$75,000 statutory jurisdictional threshold.

THIRD CLAIM FOR RELIEF
(Preliminary Injunction)

38. Solomon incorporates by reference each of the foregoing allegations set forth in paragraphs 1 to 37 as though fully set forth therein.

39. Solomon seeks a preliminary injunction against Choi, prohibiting him from soliciting Solomon clients and engaging in any business in competition with Solomon.

40. Choi acknowledged that in the event he breached the restrictive covenant contained in the employment agreement between Solomon and Choi, Solomon would be entitled to immediate and appropriate injunctive relief without the necessity of showing irreparable injury or special damages.

41. Choi also specifically declared within the employment agreement that he read and understood the employment agreement, and agreed to abide by all company policies contained therein, having paid particular attention to, among other policies, the non-competition policy.

42. Choi breached the agreement and its restrictive covenant by soliciting SK, headquartered in Manhattan and well within 50 miles of Solomon's Bayside office, and causing SK to replace Solomon with Choi as its service provider.

43. Choi's actions have caused, and unless restrained will continue to cause, Solomon severe, immediate and irreparable injury for which Solomon has no adequate remedy at law.

44. As a direct and proximate result of Choi's continuing breach of the employment agreement, Solomon is entitled to injunctive relief restraining and enjoining Choi from further violations of the employment agreement as well as monetary damages as a result of the breach.

DEMAND FOR JURY TRIAL

45. Solomon hereby demands a trial by jury on all issues so triable in this action.

PRAYER FOR RELIEF

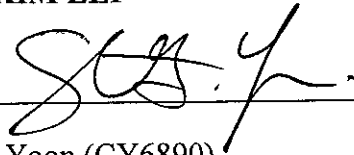
WHEREFORE, Solomon demands judgment in its favor as against Choi as follows:

1. For compensatory damages for breach of contract, according to proof at trial, but in an amount which exceeds the \$75,000 jurisdictional threshold;
2. For compensatory damages for breach of the duty of loyalty and fiduciary duty, according to proof at trial, but in an amount which exceeds the \$75,000 jurisdictional threshold;
3. For injunctive relief restraining and enjoining Choi from further violations of the employment agreement;
4. For the costs of suit, including attorneys' fees; and
5. For such other and further relief as this Court deems just and proper.

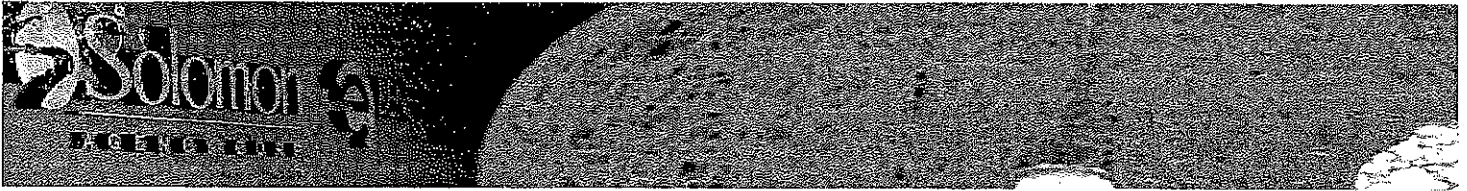
Dated: January 21, 2016

YOON & KIM LLP

By: _____


Charles M. Yoon (CY6890)
cyoon@yoonkimlaw.com
Steven G. Yudin (SY5071)
syudin@yoonkimlaw.com
11 East 44th Street, Suite 500
New York, New York 10017
Telephone: (212) 584-0058

Attorneys for Plaintiff Solomon Agency Corp.



Welcome to Solomon Agency

A

This Solomon Agency (hereinafter referred to as "Your Company" or "the Company") Employee Handbook establishes policies, procedures, benefits, and working conditions that will be followed by all Solomon Agency employees as a condition of their employment at the Company.

The policies and procedures outlined in this handbook will be applied at the discretion of the Company. Solomon Agency reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook. Furthermore, the Company reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described in this handbook at any time, for any reason, and without prior notice.

The Company will make every effort to notify employees when an official change in policy or procedure has been made but employees are responsible for their own up-to-date knowledge about Company policies, procedures, benefits, and working conditions. No provision in this employee handbook and expected Standards of Conduct can be waived without written permission from the Company's President, or designee. Such a waiver, if granted, applies only to the employee for whom the waiver was granted at the time of the waiver.

Solomon Agency strives to provide an employee-friendly environment in which goal-oriented individuals thrive as they achieve ever more demanding challenges. Your Company commitment to serving customers and to providing quality products at competitive prices is unwavering. These policies, procedures and working conditions provide a work environment in which both customer interests and employee-interests are served.

Solomon Agency values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the Company alike can thrive. The Company provides an Open Door Policy in which employees are encouraged to take problems to the next level of management if they are unable to resolve a situation with their direct supervisor.

Solomon Agency is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race, or color does not affect hiring, promotion, development opportunities, pay, or benefits. Solomon Agency provides for fair treatment of employees based on merit. The company complies with all applicable federal, state, and local labor laws.

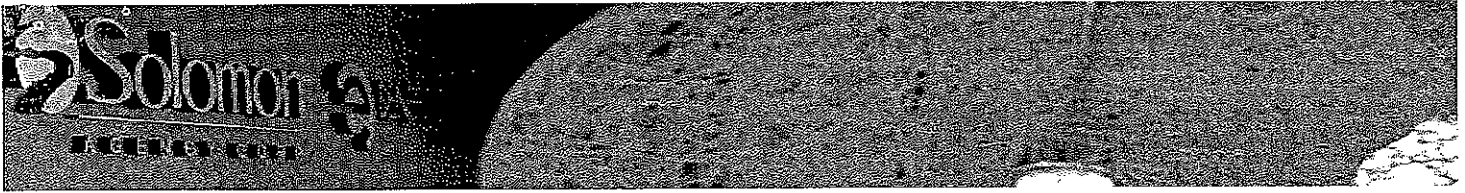
Employment at Solomon Agency is on an "at will" basis, which means that either you, the employee, or Solomon Agency may terminate the employment relationship at any time, for any reason, with or without cause. Only a written agreement, signed by the President of Solomon Agency can change the "at will" nature of the employment of any individual.

Solomon Agency employees are required to read and comply with the policies laid out in this Manual (which may be amended from time to time). This Manual does not attempt to anticipate every situation that may arise and does not relieve employees of their obligation to use common sense and good judgment.

Please review the policies, procedures, working conditions, and benefits described in this handbook. You will be asked to affirm that you have read, understand, agree to abide by, and acknowledge your receipt of this employee handbook and employee Standards of Conduct.

Regards,

Yong H Ha / CEO, President



Attendance and Working Expectations

Working in a group environment means having a responsibility to contribute to that group. Lateness or unexplained absence can negatively affect the group's dynamic. All employees are expected to be on time and work their full number of allotted hours (unless the employee is ill, has a family emergency, or absence has been prearranged). You are welcome to work beyond your scheduled hours to make up for time off; however, this arrangement must be approved beforehand by your Supervisor/Manager.

Absent or Late

If you are going to be absent or late without prior consent, please call your Supervisor/Manager before your shift begins. Failure to contact us will be viewed as a "no call, no show" and may result in disciplinary action. Please call and ask for your Supervisor/Manager. If he or she is not available, please inform someone in Human Resources that you are going to be late or absent and the reason why.

If you are absent without notice for two consecutive days and fail to properly communicating with your Supervisor/Manager, you will be voluntarily terminating your employment. If you are late 3 or more times in a 4-week period, you may be subject to disciplinary action. Furthermore, if you are absent without permission more than 2 times in one year period, you may be subject to disciplinary action, and will be required to provide documentation to support your absences.

Dress Code

We deal with some pretty important people – our clients. The way you dress directly impacts your performance as well as the professionalism of our work environment. Details of seasonal dress code will be notified by Human Resources. When it comes to dress code, our best advice is not to take chances – if you have to wonder whether or not something is acceptable, chances are it isn't.

Any employee deemed to be inappropriately dressed will be asked to leave the office and return when suitably attired. If the violation of the dress code is deemed minor, your Supervisor/Manager may give you a warning and permit you to remain at work. If you are required to return home to change, you will not be paid for the time lost from work.

Health and Safety

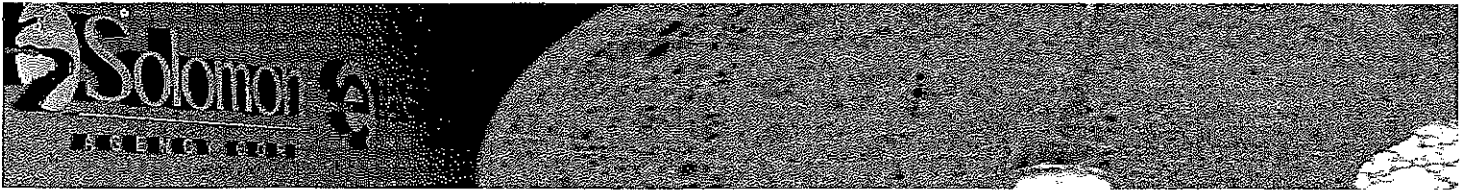
Health and Safety is a serious matter, and it should be viewed as such. Solomon Agency is committed to providing its employees with a safe and enjoyable working environment.

Solomon Agency is committed to regular monitoring of safety and health programs, establishing and promoting health and safety programs for employee education, ensuring adequate records are maintained on accidents, regularly monitoring health and safety-related data, maintaining records pertaining to the disposition of complaints, and conducting regular meetings.

In the event of an accident, you must report the incident to your Supervisor/Manager so that appropriate follow-up action can be taken to a) ensure that you are alright, and b) to ensure that a similar incident will not occur in the future.

To ensure everyone's safety, please do your part to maintain the following conditions:

Floors	Clean, orderly, sanitary conditions. Free of slip, trip, or fall hazards.
Workstations	Clean and organized.
Aisles and Passageways	Clear and organized.



Discipline and Performance Reviews

Breach of Policies

In the event of misconduct or breach of the policies outlined in this manual, it may be necessary to discipline an employee. The intent of our disciplinary process is to ensure adequate understanding of our policies, and to provide an opportunity for the employee to modify his or her behavior before it is necessary to institute punitive measures. Therefore, the following disciplinary guidelines have been established to facilitate fair and consistent treatment of workplace issues:

- Supervisors/Managers will discipline in a constructive manner when needed in order to correct an employee's unacceptable behavior or work conduct.
- The first notification will be in the form of a verbal warning. Written warnings will follow if the behavior or conduct is not desirably altered. Multiple written warnings may result in suspension or termination of employment.
- A warning will outline the nature of the infraction and the implications of said infraction as it pertains to you, as well as a follow-up course of action.
- All incidents of disciplinary action will be properly documented and will be added to an employee's file. The employee will receive a copy of this documentation.

In the event of serious or malicious breaches of conduct, or if deemed necessary, it is possible that the warning process will be bypassed, resulting directly in termination.

Solomon Agency requires all employees to have read and signed the following policies:

- Confidentiality and Non-Disclosure Agreement
- Acceptable Technology Use Policy
- Acceptable Telephone Use Policy
- Password Policy
- Vacation and Necessary Leave Policy

Performance Evaluation

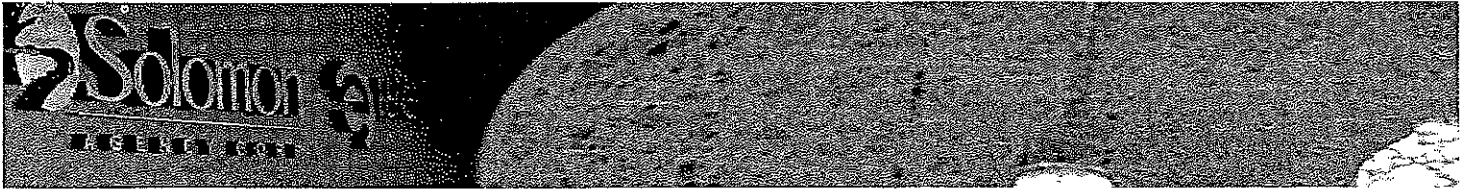
All employees will be evaluated on a regular basis on their performance, productivity, and the quality of their work. In the event of a concern about your performance, a process of verbal and written warnings will be followed to: a) note that there is a concern, b) agree upon strategies to address the performance concern, and c) define a timeline for expected improvement. This process is intended to provide an opportunity to improve performance, and to supply you with the tools and time needed to demonstrate such an improvement.

Performance evaluation criteria are announced at the company annual meeting scheduled in the first month of each year.

Leaving Solomon Agency

Resignation

If you plan to resign your position, please notify your Supervisor/Manager at the earliest possible time so that we can process your exit papers. This advance notice lets us make sure that any outstanding pay or



commissions are calculated and that your separation papers and final pay are available within seven days of separation.

Termination

In the event that your employment is terminated for any reason, your record of employment and final pay will be available within seven days.

If an employee is terminated for willful misconduct, such as violence, fraud, theft, or vandalism, he or she can be terminated without notice, and without payment in lieu of notice.

Training and Career Management

Solomon Agency is committed to the growth and development of all its employees.

The investment that Solomon Agency makes in partnership with staff members in their continuing career development allows it to achieve maximum flexibility in meeting its current and future skills requirements. Therefore, Solomon Agency is committed to creating and fostering an environment that facilitates and enhances the skills training and career development of its staff. Staff will be provided with opportunities and time away from the job so that they may maintain and develop their skills, adapt to changing workplace needs, and fulfill their employment potential within Solomon Agency.

For purposes of this policy, "training and career development" includes formal training, work experiences, job networking, or formal courses of study to update and enhance the skills/knowledge necessary to make a continuing contribution to the work of Solomon Agency in current and future roles.

Leave Policies

Vacation

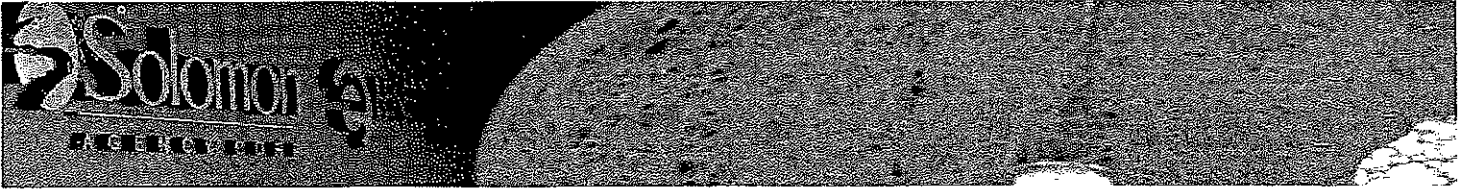
Vacation is a key element in helping us achieve balance between our personal life and the demands put on us by the business. It is important for each of us to carefully plan our work schedules every year so that we can take advantage of this employee benefit. The amount of vacation time given to each employee depends on the number of full-time (or equivalent) years of employment with Solomon Agency.

Number of years experience	Number of vacation and necessary leave days
1-3 years (in full)	10 days per year
4-5 years (in full)	12 days per year
6 years and over (in full)	15 days per year

The reference period for calculating your vacation time is the calendar year (from January to December). For your first year of employment at Solomon Agency, your vacation time will be prorated in accordance with the number of months of employment.

Newly hired employees will be authorized to take vacation time only once their probation period is over, unless otherwise agreed upon by their Manager.

You must have your vacation dates approved by your Supervisor/Manager prior to booking, which means that they should be advised in writing of your preferences as early as possible, so that vacations can be reconciled



with the office's workload and staff assignments. Manager's reserve the right to refuse a particular timeslot, but must provide alternatives.

Accumulated Vacation Usage

Solomon Agency believes that all employees need vacation time and that deferring vacations can increase stress and lower productivity and morale.

Employees must use all regular vacation days earned in a year by December 31st of that year. Where unusual business or personal reasons preclude an individual from taking all earned vacation, management will consider exceptions. The exceptions will be limited to (1) carrying over up to five days of unused days to next year, and (2) paying out for unused vacation minus carried-over days.

- Daily paying rate for unused days is calculated by dividing by-weekly base salary by 10 days.
- If carried, accumulated vacation days cannot exceed 20 days per year.

Public Holidays

The calendar year includes seven (7) federal holidays:

New Year's Day (1)
Memorial Day (1)
Independence Day (1)
Labor Day (1)
Thanksgiving Day (2)
Christmas Day (1)

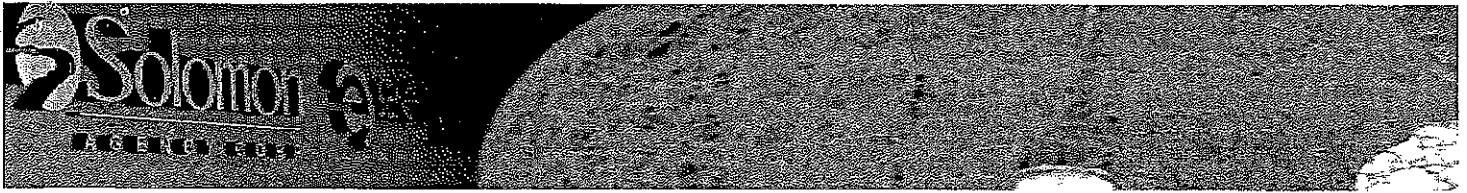
When a statutory holiday falls on a Saturday or Sunday, another week day is granted instead.

Early January of every year, employees will receive notification of the dates of the public holidays for the year.

Necessary Leave

It is preferred that you take care of your personal needs outside of your business hours. However, should you need time off for an appointment, please submit a written request to your Supervisor/Manager.

There are a number of recognized special circumstances or occasions that may prevent you from reporting for work. Requests for necessary leaves due to such circumstances or occasions will be considered on a case-by-case basis.



Respect Policy

Freedom from Discrimination

Solomon Agency recognizes the dignity and worth of every person, and will provide equal rights and opportunities without discrimination. The company's aim is to create and promote a climate of understanding and mutual respect so that each person feels a part of the corporate community, and will be able to contribute fully to the development and well-being of the company.

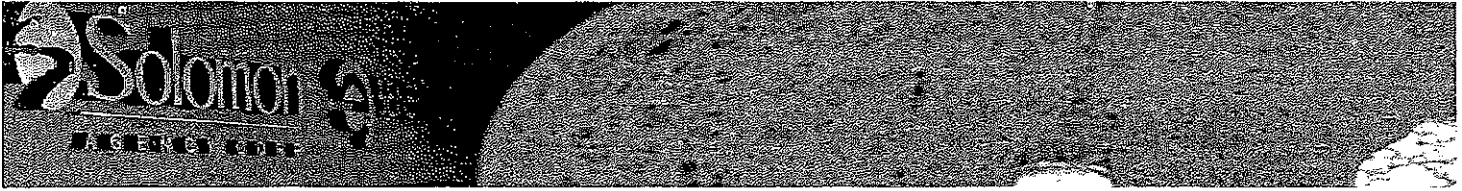
Harassment

Harassment is any behavior that is verbal, physical, deliberate, unsolicited, or unwelcome. It may be one incident, or a series of incidents. While the following is not an exhaustive list, harassment may include:

- Verbal abuse or threats.
- Unwelcome remarks, jokes, innuendos, or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion, etc.
- Displaying of sexually explicit, racist, or other offensive or derogatory pictures.
- Practical jokes which cause awkwardness or embarrassment.
- Unwelcome invitations or requests, whether indirect or explicit, or intimidation.
- Leering or other gestures.
- Condescension or paternalism which undermines self-respect.
- Unnecessary physical contact such as touching, patting, pinching, punching.
- Physical assault.
- For a practice to be considered harassment, it must be reasonably perceived as a term or condition of employment (including availability or continuation of work, promotional, or training opportunities) or of the provision of goods, services, facilities, or accommodation customarily available to the general public; or influence decisions on such matters; or interfere with job performance or access to or enjoyment of goods, services, facilities, or accommodation; or humiliate, insult, or intimidate any individual.
- Any act of harassment committed by an employee or an agent of any employer in the course of the employment shall be considered to be an act committed by that employer.
- An act of harassment shall not, however, be considered to be an act committed by an employer if it is established that the employer did not consent to the commission of the act and exercised all due diligence to prevent the act from being committed and, subsequently, to mitigate or avoid its consequences.
- Harassment will be considered to have taken place if a reasonable person ought to have known that such behavior was unwelcome.
- In investigating and deciding each case, there must be an objective examination of all the circumstances (including the nature and context of the incidents).

Solomon Agency will make every reasonable effort to ensure that no employee is subjected to harassment, and should an incident occur, disciplinary measures will be taken against any person who knowingly engages in this behavior. This action may include termination.

Confidentiality is also required so that the reputations and interests of those accused of harassment are protected. Therefore, the name of the complainant or the circumstances related to the complaint will not be disclosed to any person unless disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation to the complaint. Any person breaching confidentiality may be subject to disciplinary sanction or other appropriate action.



Complaint Resolution Procedures

Every employee has the right to make a complaint. An employee can make a complaint to either the Supervisor of his or her department, to Human Resources, or to another member of management with whom the employee feels comfortable discussing the matter. All complaints brought to a Supervisor, or other member of management, will be taken to executive officer(s) for discussion and action within 2 business days.

Any employee who feels that they have been subjected to harassment or discrimination may lodge a complaint with the employer, or another member of management with whom the employee feels comfortable talking to about the situation. The employer will not disclose the name of the complainant or the conditions of the complaint, unless it becomes necessary in the course of investigation, resolution, or disciplinary action.

Documentation

For everyone involved in the process, it is important to make and keep written notes about the events leading to the complaint. These details should include:

- What happened – a description of the events or situation
- When it happened – dates and times of the events
- Where it happened
- Who saw or heard it happen – the names of witnesses, if any

As well, any other documents or materials that may have something to do with the complaint (such as letters, notes, or offensive pictures) should be kept.

Resolution

Upon filing a complaint, Solomon Agency will work with the complainant to ensure fair and swift resolution to the issue, possibly through an investigation of the alleged offense.

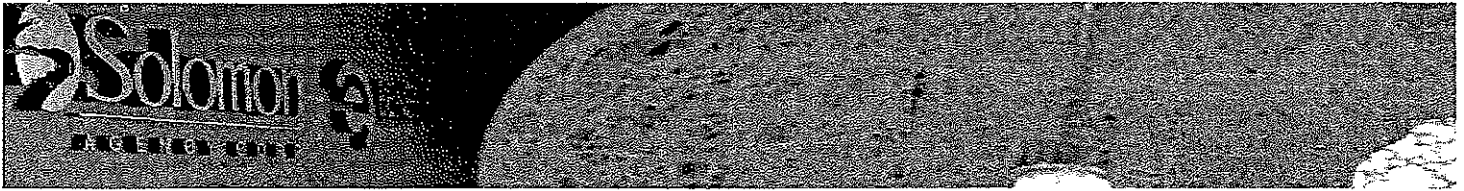
An investigation is intended to be used in cases where the alleged harassment may have had a serious impact on the complainant or respondent, where the case is important to the goals of Solomon Agency, or where the respondent has refused to participate in earlier efforts to deal with the complaint.

The complainant may request that measures be taken to correct damage done to her/his career development, physical or emotional health, reputation, or finances. The range of remedies may include, but is not limited to: an apology, compensation for professional losses, or reinstatement. A recommendation for remedy will be sent to the President/CEO for decision. The complainant will be given an opportunity to comment on the proposed remedy before a final decision is made.

Protection from Reprisal

Persons who make a complaint, as well as anyone else who is involved, should not be penalized for doing so. This is called "reprisal." Protection from reprisal covers:

- Complainants
- Witnesses
- Representatives of complainants and witnesses
- Investigators
- Decision makers/management



Representation

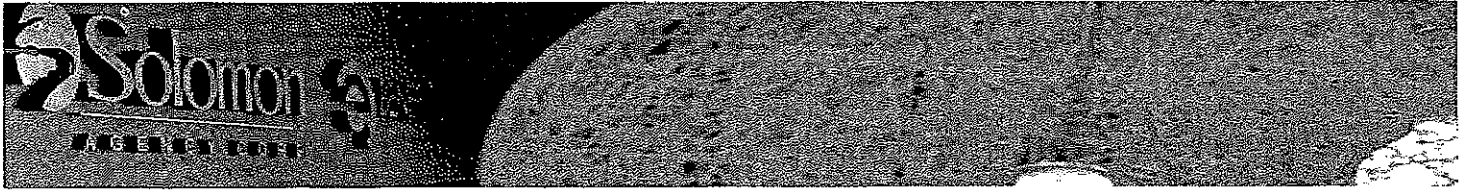
If desired, the people involved in an internal complaint resolution process are allowed to have someone represent them if they wish. Representatives may include a supervisor or a colleague.

Discipline

Solomon Agency will follow the concept of progressive discipline and will take the following matters into consideration:

- The severity of the offence
- Whether the offence was intentional or unintentional
- Whether the offence was an isolated incident or involved repeated acts
- Mitigating or aggravating circumstances affecting either party
- Whether there was an imbalance in power between the parties
- Sanctions applied in similar cases

The range of disciplinary sanctions may include, but is not limited to: a letter of reprimand, suspension, and dismissal. Both the complainant and respondent will be informed of the final decision.



Use of Office Resources

Telephone Systems

Solomon Agency provides a telephone and long distance (international) access for the purposes of selling our products and services and facilitating client communications. As such, please observe the following restrictions as they relate to personal use of the phone system:

If you need to make a personal long distance (or international) call, please get permission from your Supervisor/Manager to do so. It is our expectation that you will only make such calls in an emergency. Making personal long distance (international) calls without permission, or abusing permission through excessive calling, will be treated as theft and will result in immediate dismissal and required payment of charges owing.

Acceptable Technology Use Policy

Solomon Agency provides many business tools to its employees and contractors to enhance their productivity and jobs. These tools include computers and their software, internal networks (e-mail, intranet), external networks like the Internet, telephone systems, voice mail, fax, copiers, and so on. We require that these systems be used in a responsible way, ethically, and in compliance with all legislation and other Solomon Agency policies and contracts. Non-compliance could have a severe, negative impact on the Company, its employees and clients.

Appropriate Use

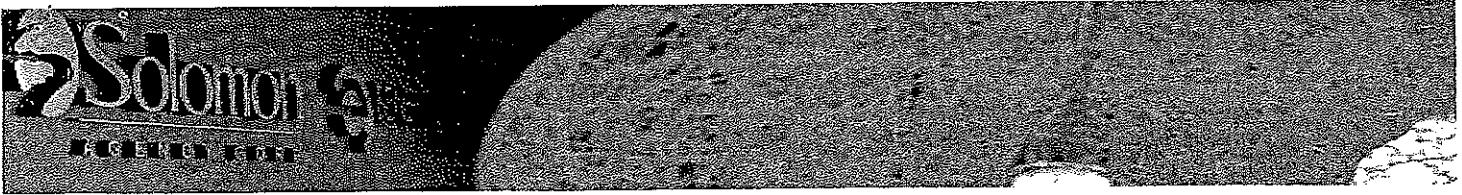
Individuals at Solomon Agency are encouraged to use the corporate systems to further the business goals and objectives of the organization. The types of activities that are encouraged include:

- Communicating with fellow employees, Solomon Agency business partners, and Solomon Agency clients within the context of an individual's assigned responsibilities.
- Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities.

Inappropriate Use

Individual use will not interfere with others' use and enjoyment of the systems. Use in a manner that is not consistent with the mission of Solomon Agency, misrepresents Solomon Agency, or violates any Solomon Agency policy is prohibited. This includes, but is not limited to, the following:

- The contents of messages, downloads, and so on must not be offensive, insulting, or harassing for other employees, users, or non-employees, or contain comments that could reasonably be interpreted as discriminatory.
- The systems may not be used for illegal or unlawful purposes, including copyright infringement, obscenity, libel, slander, fraud, defamation, plagiarism, intimidation, forgery, impersonation, illegal gambling, soliciting for illegal pyramid schemes, and computer tampering (e.g. spreading computer viruses).
- Users should not pay access fees or commit Solomon Agency financial resources without formal authorization.
- Solomon Agency prohibits use for mass unsolicited mailings, access for non-employees to Solomon Agency resources or network facilities, competitive commercial activity unless pre-approved by Solomon Agency, and the dissemination of chain letters.
- Individuals may not view, copy, alter, or destroy data, software, documentation, or data communications belonging to Solomon Agency or another individual without authorized permission.
- Users will not violate the policies of any network accessed through their account.



Password Policy

Passwords are an important aspect of computer security. They are the front lines of protection for user accounts. It is critical that an appropriate password is chosen so as not to compromise Solomon Agency's entire network. As such, all Solomon Agency employees (including contractors and vendors with access to Solomon Agency systems) are responsible for taking the following steps to ensure a proper password is chosen and kept secure:

- All system-level passwords must be changed on a quarterly basis.
- All user-level passwords (e.g. e-mail, Web, desktop computer, etc.) must be changed every three months.
- User accounts that have system-level privileges granted through group membership or programs must have a unique password from all other accounts held by that user.
- Passwords must not be inserted into e-mail messages or other forms of electronic communications.

Password Construction Guidelines

Passwords have various uses and purposes at Solomon Agency, some of which are common, others that are complex. All employees should be aware of how to select strong passwords.

Strong passwords have the following characteristics:

- Contain both upper and lower case characters.
- Have digits and punctuation characteristics as well as letters.
- Are at least 8 alphanumeric characteristics long.
- Are not based on personal information (e.g. names of family members).
- Do not use the same password for Solomon Agency accounts as for other non-Solomon Agency access, and where possible, don't use the same password for various Solomon Agency access needs.

It is critical that you do not share your password with anyone. All passwords are to be treated as sensitive, confidential Solomon Agency information. If someone demands a password, refer them to this document and have them contact the IT Department for assistance.

If an account or password is suspected to have been compromised, report the incident to the IT Department and change all passwords.

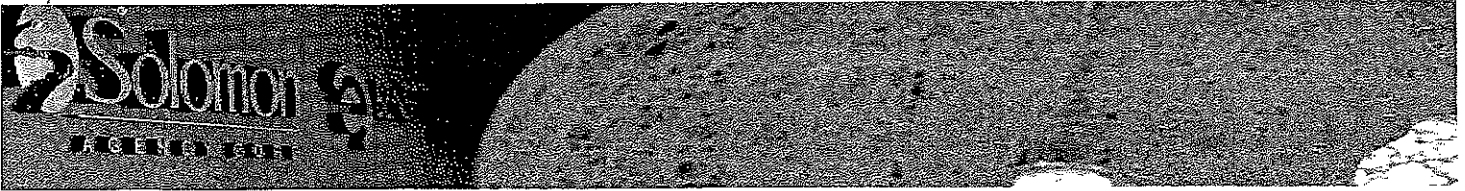
Ownership and Privacy Issues

The systems are Solomon Agency's property as well as, for access and security purposes, the information they contain. We respect our employee's right to privacy; however, we grant access to our systems for business use. Employees must not expect that information contained in these systems is private. Solomon Agency reserves the right, from time to time, for commercial, legal or otherwise valid reasons, to read, monitor, control and access user files and messages created, saved, transmitted, or received. In case of intercepted illegal activity, we will bring them to the attention of the appropriate authority without prior notification to the sender or receiver.

Failure to Comply

Violations of this policy will be treated like other allegations of wrongdoing at Solomon Agency. Sanctions for inappropriate use of our systems may include, but are not limited to, one or more of the following:

- Temporary or permanent revocation of access to some or all computing and networking resources and facilities.
- Disciplinary action.
- Legal action according to applicable laws and contractual agreements.



Purchasing Policy

In order to track all purchases and adhere to budgetary guidelines, all purchasing for Solomon Agency will be centralized through the Department of Human Resources and General Affairs.

A list of items to be purchased will be forwarded by all Managers to the Department of Human Resources and General Affairs. Orders will be placed on or near the last day of every month. Only requests received from Managers will be accepted. Therefore, all employees must submit their purchase requests to their Managers prior to the order dates stated above.

It is recognized that there will be times when supplies are needed prior to the order date. In this case, please notify the Department of Human Resources and General Affairs of your purchase (i.e. what it is and where you are purchasing the product).

Expense Policy

It is the intent of Solomon Agency to reimburse employees for necessary, reasonable, and actual business expenses. Employees are to follow all policies. Any exceptions must be clearly documented and detailed on the expense statement.

Expenses will be allowed for the following items:

Department Managed Expenses

Departmental expenses must be pre-approved before the expenses incur. This includes all meals, entertainment, driving, and any other form of expense.

Generally, meals and expenses incurred while entertaining clients, prospective clients, consultants, and those involved in the support to the sales process may be expensed within the pre-approved budgets. Names must be added to the meal receipt for tracking purposes.

Expense items, such as parking and other incidentals, will be covered by Solomon Agency if they are related to business travel or event.

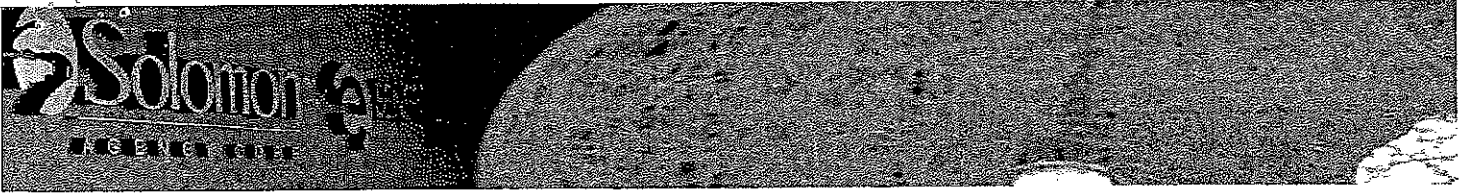
- Solomon Agency will not pay for regular, daily/monthly (etc.) parking as a result of driving to the corporate office or incurred as a result of leaving your "home" lot, unless they are incurred as a result of leaving the lot due to business activity.
- Solomon Agency will pay for parking at the client/event location and mileage charges to the client/event location if the client/event is located outside the core area of the municipality in which the employee normally works.

Overnight out of town Business Travel

In the case of overnight out of town travel, \$100 a day will be allotted for meals and entertainment.

Approval

Expense approval must be obtained through the respective department head. Any expenses that are not pre-approved may not be accepted by Solomon Agency.



Agreement of Employment

Solomon Agency employs **June Choi** during the period commencing **January 13, 2014** and continuing for twelve month from the commencing date, to serve as **Senior Director** and in such other position or positions with The Company or its subsidiaries or affiliates as shall hereafter be designated by The Company. The duties of the Employee shall be sales, services and/or underwriting of insurance products. The Employee agrees to perform and discharge the Employee's duties and responsibilities in such manner as may be prescribed from time to time by The Company, and the Employee agrees to abide by all of the written or unwritten policies of The Company, as may be prescribed from time to time by, and be subject to the direction of, The Company, except as specifically provided to the contrary in this Agreement.

Compensation

Salary

Solomon Agency shall compensate the Employee with an annual base salary of **\$104,959.38** (the "Base Salary"). Payment of the Employee's Base Salary shall be made in 26 Bi-monthly installments of **\$ 4,036.90** each, less all applicable payroll withholding taxes with manager allowance of **\$ 24,000.00** annually. Implementation of the Employee's Base Salary will become effective **January 13, 2014**.

Payment of compensation

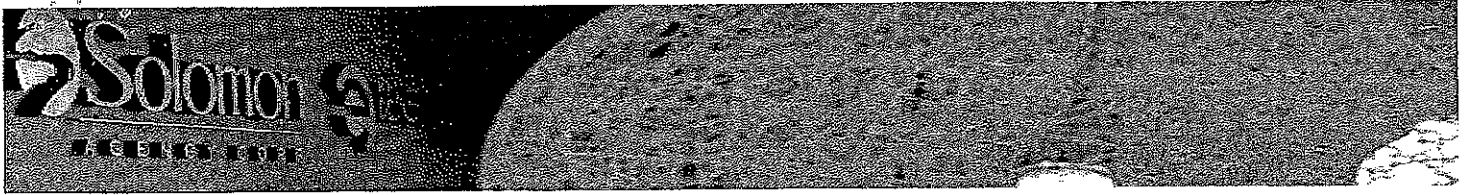
All compensation shall be payable only if the Employee is employed by the Employer or a subsidiary or affiliate at the time payment is made. Any compensation paid to the Employee subsequent to the termination of the Employee's employment with the Employer shall only be paid upon execution by the Employee of a general unconditional release in favor of the Employer in a form satisfactory to the Employer.

Marketing Expense

Marketing expense incurred by the Employee shall be reimbursed upon receipt and expense report submitted when expense has been justified reasonably. Employer shall reserve right to decline to reimburse the expense when Employer find the expense cannot be justified as reasonable business expense.

Health Insurance + 401k Retirement Plan

Solomon Agency provides health insurance benefits to all eligible full-time employees. Employees who have worked for the company for more than 12 months may be eligible to participate in the Company's 401k plan. For more information on Health Benefit coverage and 401k retirement plan, please contact the Human Resources Department.



Confidentiality and Non-Competition

Confidential Information

As an employee or contractor of Solomon Agency, you may have access to confidential information (ours, our clients, and our partners) that is commercially valuable. Any unauthorized use or disclosure of this information would cause serious and irreparable injury to Solomon Agency.

Confidential information includes, but is not limited to:

- Operation, marketing, product, product development, and other plans.
- Compensation practices.
- Pricing and sales policies, techniques, and concepts.
- The client list and all information related to our clients.
- Information on prospective clients being solicited by the employer.
- Information regarding the employees and suppliers of the employer.
- The financial affairs of the employer.
- Training and other manuals.
- Proprietary business opportunities or ventures being considered or pursued by the employer.
- Any other information in any form (including all memoranda, notes, records, reports, manuals, and any other documents, both hard copy and electronic data), which is not generally known to any competitor of the employer.

You agree that you will not directly or indirectly use, divulge, disclose, or communicate to any person, firm, or corporation any confidential information, unless it is with the written permission of an officer of Solomon Agency.

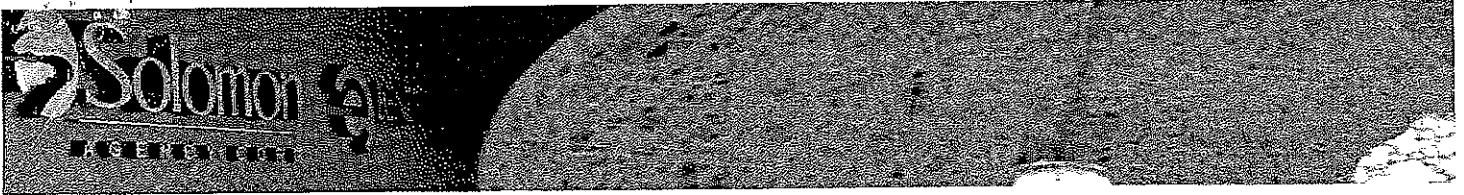
Covenant not to compete

Noncompetition During Employment.

During the Term, and any agreed extensions of the Term, the Employee agrees to devote substantially all of the Employee's entire time, attention and energies to the performance of the business of Solomon Agency and the Employee shall not, directly or indirectly, alone or as an employee, partner, officer, director, stockholder, consultant or agent of any other corporation, partnership or other business organization, be actively engaged in or concerned with any other duties or pursuits which interfere with the performance of the Employee's duties as an employee of Solomon Agency, or which, even if non-interfering, may be contrary to the best interests of the Employer.

Noncompetition Following Employment.

Upon termination of the employment of the Employee, the Employee agrees that the Employee will not engage in any businesses of Solomon Agency in which the Employee was engaged at any time during the Term of this Agreement in competition with Solomon Agency as a representative, agent, or on the Employee's own behalf, for direct sale to others, either as an officer, director, stockholder, employee, agent or consultant of a corporation or other business organization engaged in such business, or as an employee or as a partner or a co-venturer or in any other capacity, directly or indirectly in competition with Solomon Agency with respect to customers located within a 50 mile radius of Employer's office locations during a period of 2 Years from the date of any termination of the Employee's employment (the "Restriction Period"). Competition as used herein includes, but is not limited to, solicitation of the Employer's customers or doing business with the Employer's customers who are located within the Restriction Area, regardless of the location of the Employee at the time any such solicitation occurs or business is transacted. The Employee acknowledges that the Restriction Period and geographical restriction of this Section are reasonable under the circumstances of the Employee's employment.



Acknowledgment by Employee.

The Employee acknowledges that the Employee's skills and position in this industry are unique and, that the breach, or threatened breach, by the Employee of the provisions of this Section will cause irreparable harm to Solomon Agency. The Employee also acknowledges that business competitive with that of the Employer or of any of its affiliates may be carried on anywhere within the United States as a result of the use of telephonic and other communications techniques. Therefore, the Employee acknowledges that the geographical and term restrictions of this Section are reasonable under the circumstances.

In the event of a breach (or threat of a breach) of this agreement, Solomon Agency is entitled to immediate and appropriate injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages.

Solomon Agency Employee Declaration

I have read and understand the company Employee Manual. I agree to abide by all company policies stated therein. I have paid particular attention to the following policies:

- Agreement of Employment
- Compensation
- Confidentiality and Non-Competition Policy
- Vacation Policy
- Necessary Leave Policy
- Password Policy
- Acceptable Technology Use Policy

June Choi

Employee Name (print)

Employee Signature

Jan 9, 2014

Date

YONG HWA HA / President

Witness Name (print)

Witness Signature

Jan 9, 2014

Date